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10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE EASTERN DISTRICT OF CALIFORNIA
12 SACRAMENTO DIVISION
13

14 **STATE OF CALIFORNIA, ex rel. ROB**
15 **BONTA, in his official capacity as Attorney**
16 **General of the State of California,**

17 Plaintiff,

18 v.

19 **PHILLIP DEL ROSA, in his personal**
20 **capacity and official capacity as Chairman**
21 **of the Alturas Indian Rancheria; and**
22 **DARREN ROSE, in his personal capacity**
23 **and official capacities as Vice-chairman of**
24 **the Alturas Indian Rancheria and**
25 **President/Secretary of Azuma Corporation,**

26 Defendants.
27
28

2:23-cv-00743-KJM-SCR

STIPULATED PROTECTIVE ORDER

Date: N/A
Time: N/A
Courtroom: 3, 15th Floor
Judge: Hon. Kimberly J. Mueller
Trial Date: N/A
Action Filed: April 19, 2023

1 The parties, Plaintiff State of California ex rel. Rob Bonta, in his official capacity as
2 Attorney General of the State of California (“Plaintiff”), and Defendants Philip Del Rosa, in his
3 personal capacity and official capacity as Chairman of the Alturas Indian Rancheria, and Darren
4 Rose, in his personal capacity and official capacities as Vice-chairman of the Alturas Indian
5 Rancheria and President/Secretary of Azuma Corporation (“Defendants”), by and through their
6 respective attorneys of record, hereby stipulate for the purposes of jointly requesting that the Court
7 enter a protective order in this matter as follows:

8 1. PURPOSES AND LIMITATIONS

9 Disclosure and discovery activity in this action are likely to involve production of
10 confidential, proprietary, or private information that warrants special protection from public
11 disclosure and from use for any purpose other than prosecuting this litigation. Accordingly, the
12 parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order.
13 The parties acknowledge that this Order does not confer blanket protection on all disclosures or
14 responses to discovery and that the protection it affords from public disclosure and use extends
15 only to the limited information or items that are entitled to confidential treatment under the
16 applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below, that
17 this Stipulated Protective Order does not entitle them to file confidential information under seal;
18 Civil Local Rule 141 sets forth the procedures that must be followed and the standards that will be
19 applied when a party seeks permission from the court to file material under seal.

20 2. DEFINITIONS

21 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
22 information or items under this Order.

23 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
24 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
25 of Civil Procedure 26(c).

26 2.3 Counsel (without qualifier): Counsel of Record, as well as their support staff.

27 2.4 Designating Party: a Party or Non-Party that designates Disclosure or Discovery
28 Material as “CONFIDENTIAL.”

1 2.5 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that is produced or generated in disclosures or responses
4 to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
7 consultant in this action.

8 2.7 Non-Party: any natural person, partnership, corporation, association, or other legal
9 entity not a Party to this action.

10 2.8 Counsel of Record: attorneys who represent or advise a party to this action and have
11 appeared in this action on behalf of that party or are affiliated with a law firm which has appeared
12 on behalf of that party.

13 2.10 Party: any party to this action, including all of its officers, directors, employees,
14 consultants, retained experts, and Counsel of Record (and their support staffs).

15 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
16 Material in this action.

17 2.12 Professional Vendors: persons or entities that provide litigation support services
18 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
19 storing, or retrieving data in any form or medium) and their employees and subcontractors.

20 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
21 “CONFIDENTIAL.”

22 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
23 Producing Party.

24 3. GOOD CAUSE STATEMENT

25 There is good cause and a particularized need for a protective order to protect Defendants’
26 interest in preserving the confidentiality of information belonging to Defendants, the Alturas Indian
27 Rancheria including its members and tribal arms, Azuma Corporation (“Azuma”), and/or the
28 entities with which Azuma does business, which constitutes trade secret or other confidential

1 commercial information under Federal Rules of Civil Procedure, Rule 26(c)(1)(G), or other
2 confidential personal and private information the public disclosure of which would cause
3 annoyance, embarrassment, oppression, or undue burden to the parties or other persons, and to
4 preserve Plaintiff's interest in maintaining the confidentiality of information that is made
5 confidential by California law.

6 As Plaintiff stated in the Joint Statement filed with the court on October 10, 2025, ECF
7 No. 196, its intention is to conduct discovery regarding: "(1) the individuals who work for Azuma,
8 direct and manage Azuma's operations, and transport Azuma's cigarettes throughout the State; (2)
9 Defendants' agreements with the tribal retailers who have purchased Azuma's cigarettes; (3)
10 records regarding Defendants' cigarette distributions; (4) Defendants' business practices in
11 distributing cigarettes throughout the State; (5) Defendants' records detailing the financial and legal
12 relationships between Azuma Corporation, the Alturas Indian Rancheria, its members, and
13 Defendants; and (6) Defendants' records of Azuma Corporation's corporate formalities," *id.* at 7.
14 Plaintiff has also already served Defendants with discovery requests seeking such information.
15 Each of these categories potentially encompasses trade secret and other proprietary confidential
16 commercial information entitled to protection under Rule 26(c)(1)(G), the public disclosure of
17 which would cause harm to Azuma, its vendors and customers, Alturas Indian Rancheria, and
18 Defendants. The records include customer lists, vendor lists, and pricing information. Azuma does
19 not publicly disclose these records. Their disclosure, particularly disclosure to Azuma's direct
20 competitors or the competitors of Azuma's customers and vendors, would cause harm to Azuma's
21 business interests, as the information could allow competitors to undercut prices. Disclosure would
22 also be harmful because Azuma's vendors and customers expect their information to be kept
23 confidential and do not want such information released and available for public consumption.
24 These discovery categories also potentially encompass confidential private and personal
25 information that would cause a party or other person annoyance, embarrassment, oppression or
26 undue burden if publicly disclosed.

27 Defendants indicated in the same Joint Statement they intend to conduct discovery
28 regarding: "(1) the governmental functions California provides in connection with the subject taxes

1 and charges and the subject activities; (2) the nature of any off-reservation value in Azuma
 2 cigarettes or the subject activities; (3) California's enforcement of cigarette excise taxes and
 3 regulatory requirements with respect to on-reservation conduct." Joint Statement 7. Defendants
 4 have also served Plaintiff with discovery requests seeking such and similar information. The
 5 information sought potentially includes confidential information including tax records, reports
 6 submitted pursuant to PACT Act, the PACT Act non-compliant list, and information collected
 7 pursuant to governmental investigations, all of which are made confidential by statute. *See* Cal.
 8 Rev. & Tax. Code § 30455 (tax records); 15 U.S.C. § 376(c) (PACT Act reports); *id.*
 9 § 376a(e)(1)(F) (PACT Act non-compliant list); Cal. Gov't Code § 11183 (government
 10 investigations).

11 The protection of confidential information is better addressed by court order rather than a
 12 private agreement between the parties. Addressing the protection of confidential information
 13 through this stipulated protective order allows for comparatively streamlined resolution of any
 14 issues regarding, for instance, the designation of confidential material and enforcement of the
 15 parties' obligations, whereas enforcement of a private agreement would likely require
 16 commencement of a separate action in state court. The protective order also more readily permits
 17 ongoing court supervision and resolution of discovery issues in accordance with Rule 26(c).

18 4. SCOPE

19 The protections conferred by this Stipulation and Order cover not only Protected Material
 20 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
 21 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
 22 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
 23 However, the protections conferred by this Stipulation and Order do not cover the following
 24 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
 25 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
 26 publication not involving a violation of this Order, including becoming part of the public record
 27 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
 28 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the

1 information lawfully and under no obligation of confidentiality to the Designating Party. Any use
2 of Protected Material at trial shall be governed by a separate agreement or order.

3 5. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations imposed by this
5 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
6 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
7 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
8 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
9 time limits for filing any motions or applications for extension of time pursuant to applicable law.

10 6. DESIGNATING CONFIDENTIAL MATERIAL

11 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
12 or Non-Party that designates information or items for protection under this Order must take care to
13 limit any such designation to specific material that qualifies under the appropriate standards. The
14 Designating Party must designate for protection only those parts of material, documents, items, or
15 oral or written communications that qualify – so that other portions of the material, documents,
16 items, or communications for which protection is not warranted are not swept unjustifiably within
17 the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
19 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
20 encumber or retard the case development process or to impose unnecessary expenses and burdens
21 on other parties) expose the Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that it designated for
23 protection do not qualify for protection, that Designating Party must promptly notify all other
24 Parties that it is withdrawing the mistaken designation.

25 6.2 Manner and Timing of Designations. Except as otherwise provided in this Order
26 (see, e.g., the third sentence of section 6.2(a) below), or as otherwise stipulated or ordered,
27 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
28 designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) For information in documentary form (e.g., paper or electronic documents, but
3 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
4 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion
5 or portions of the material on a page qualifies for protection, the Producing Party also must clearly
6 identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or
7 Non-Party that makes original documents or materials available for inspection need not designate
8 them for protection until after the inspecting Party has indicated which material it would like copied
9 and produced. During the inspection and before the designation, all of the material made available
10 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
11 documents it wants copied and produced, the Producing Party must determine which documents,
12 or portions thereof, qualify for protection under this Order. Then, before producing the specified
13 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that
14 contains Protected Material. If only a portion or portions of the material on a page qualifies for
15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
16 appropriate markings in the margins).

17 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
18 Designating Party identify on the record, before the close of the deposition, hearing, or other
19 proceeding, all protected testimony.

20 (c) for information produced in some form other than documentary and for any other
21 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
22 or containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
23 portion or portions of the information or item warrant protection, the Producing Party, to the extent
24 practicable, shall identify the protected portion(s).

25 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
26 designate qualified information or items does not, standing alone, waive the Designating Party’s
27 right to secure protection under this Order for such material. Upon timely correction of a
28

1 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
2 in accordance with the provisions of this Order.

3 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
5 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
6 designation is necessary to avoid substantial unfairness, unnecessary economic burdens, or a
7 significant disruption or delay of the litigation, a Party does not waive its right to challenge a
8 confidentiality designation by electing not to mount a challenge promptly after the original
9 designation is disclosed.

10 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
11 by providing written notice of each designation it is challenging and describing the basis for each
12 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
13 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
14 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
15 begin the process by conferring directly (in voice-to-voice dialogue; other forms of communication
16 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
17 Party must explain the basis for its belief that the confidentiality designation was not proper and
18 must give the Designating Party an opportunity to review the designated material, to reconsider the
19 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
20 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
21 has engaged in this meet and confer process first or establishes that the Designating Party is
22 unwilling to participate in the meet and confer process in a timely manner.

23 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
24 intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21
25 days of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and
26 confer process will not resolve their dispute, whichever is earlier. Each such motion must be
27 accompanied by a competent declaration affirming that the movant has complied with the meet and
28 confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make

such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Counsel of Record in this action, as well as employees of said Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation

1 and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto
2 as Exhibit A;

3 (b) the officers, directors, and employees (including House Counsel) of the Receiving
4 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
7 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
8 to Be Bound” (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
11 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
14 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
15 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
16 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
17 bound by the court reporter and may not be disclosed to anyone except as permitted under this
18 Stipulated Protective Order; and

19 (g) the author or recipient of a document containing the information or a custodian or
20 other person who otherwise possessed or knew the information.

21 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
22 OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation that compels
24 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
25 must:

26 (a) promptly notify in writing the Designating Party. Such notification shall include a
27 copy of the subpoena or court order;
28

1 (b) promptly notify in writing the party who caused the subpoena or order to issue in
2 the other litigation that some or all of the material covered by the subpoena or order is subject to
3 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
5 Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with the subpoena
7 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
8 before a determination by the court from which the subpoena or order issued, unless the Party has
9 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
10 expense of seeking protection in that court of its confidential material – and nothing in these
11 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
12 disobey a lawful directive from another court.

13 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
14 THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a Non-Party in
16 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
17 connection with this litigation is protected by the remedies and relief provided by this Order.
18 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional
19 protections.

20 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
21 Party’s confidential information in its possession, and the Party is subject to an agreement with the
22 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-Party that some
24 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
26 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
27 the information requested; and

28 (3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

1 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
 2 no Party waives any right it otherwise would have to object to disclosing or producing any
 3 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
 4 Party waives any right to object on any ground to use in evidence of any of the material covered by
 5 this Protective Order.

6 13.3 Filing Protected Material. Without written permission from the Designating Party
 7 or a court order secured after appropriate notice to all interested persons, a Party may not file in the
 8 public record in this action any Protected Material. A Party that seeks to file under seal any
 9 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed
 10 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
 11 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing
 12 that the Protected Material at issue is entitled to protection under the law. If a Receiving Party's
 13 request to file Protected Material under seal pursuant to Civil Local Rule 141 is denied by the court,
 14 then the Receiving Party may file the information in the public record unless otherwise instructed
 15 by the court.

16 14. FINAL DISPOSITION

17 Within 60 days after the final disposition of this action, as defined in paragraph 5, each
 18 Receiving Party must return all Protected Material to the Producing Party or destroy such
 19 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
 20 compilations, summaries, and any other format reproducing or capturing any of the Protected
 21 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
 22 submit a written certification to the Producing Party (and, if not the same person or entity, to the
 23 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all
 24 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
 25 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
 26 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
 27 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
 28 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work

product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 5 (DURATION).

Dated: November 14, 2025

Respectfully and jointly submitted,

ROB BONTA
Attorney General of California
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/s/ Tim Hennessy (as authorized 11/14/25)
TIM HENNESSY
Attorneys for Defendants

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: November 21, 2025


SEAN C. RIORDAN
UNITED STATES MAGISTRATE JUDGE

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39457078

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of *State of California ex rel. Bonta v. Del Rosa, et al.*, No. 2:23-cv-00743-KJM-SCR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____